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Pacific Gas and Electric Company

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

JH KELLY, LLC

Plaintiff,

vs.

AECOM TECHNICAL SERVICES, INC., et al.

Defendant.

Case No. 4:20-cv-05381-HSG (Lead Case)

(Reference withdrawn from Bankruptcy Case No. 19-30088, Adv. Proc. No. 20-03019 and Adv. Proc. No. 19-03008)

(Consolidated with Case No. 3:20-cv-08463-EMC)

**STIPULATED REQUEST FOR
DISMISSAL**

1 Defendant and Counterclaimant AECOM Technical Services (“AECOM) and Defendant
2 and Counterclaimant Pacific Gas and Electric Company (“PG&E”) (together, “the Parties”),
3 through their respective counsel, stipulate as follows:

4 WHEREAS, on October 18, 2021, the Parties filed a Joint Notice of Settlement regarding
5 the claims and counterclaims between the Parties [Dkt No. 93];

6 WHEREAS, the Parties have now entered into a written settlement agreement;

7 NOW THEREFORE, in consideration of the terms of the negotiated settlement agreement
8 concerning the claims and counterclaims between and among them, the Parties, by and through
9 their respective counsel, hereby STIPULATE and AGREE, pursuant to Federal Rule of Civil
10 Procedure 41(a)(1)(A)(ii), and subject to the terms of the settlement agreement between the
11 Parties, to the Dismissal with Prejudice of all claims and counterclaims stated between the Parties
12 in AECOM’s Second Amended Counterclaim [Dkt. No. 65] and PG&E’s Counterclaim [Dkt No.
13 36], with each party to bear its own attorney's fees and costs.

14 Nothing herein shall affect the remaining claims and counterclaims between and among
15 AECOM, JH KELLY, LLC and ED STAUB & SONS PETROLEUM, INC.

16
17 **IT IS SO STIPULATED.**

18
19 DATED: December 30, 2021

20 **RALLS GRUBER & NIECE LLP**

21
22 By: /s/ Aaron J. Gruber
23 Aaron R. Gruber
Dylan J. Crosby

24 *Attorneys for Pacific Gas and Electric*
25 *Company*

1 DATED: December 30, 2021

2
3 **TROUTMAN PEPPER HAMILTON**
4 **SANDERS LLP**

5 By: /s/ Luke N. Eaton
6 Marion T. Hack
7 Luke N. Eaton

8 I, Luke N. Eaton, am the ECF user whose ID and password are being used to file this
9 Stipulation in compliance with Civil L.R. 5-1(i)(3). I hereby attest that the concurrence of the
10 filing of this document has been obtained from each of the other signatories indicated by a
11 conformed signature (/s/) within this document.

12 DATED: December 30, 2021

13 By: /s/ Luke N. Eaton
14 Luke N. Eaton

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15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA**

17 **OAKLAND**

18 JH KELLY, LLC

19 Plaintiff,

20 vs.

21 AECOM TECHNICAL SERVICES, INC., et al.

22 Defendant.

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(Consolidated with Case No. 3:20-cv-08463-EMC)

24 **ORDER ON STIPULATED**
25 **REQUEST FOR DISMISSAL**

1 Defendant and Counterclaimant AECOM Technical Services (“AECOM”) and Defendant
2 and Counterclaimant Pacific Gas and Electric Company (“PG&E”) (together, “the Parties”),
3 jointly seek a dismissal of the claims asserted between them.

4 The Parties, through their respective counsel, stipulate as follows:

5 WHEREAS, on October 18, 2021, the Parties filed a Joint Notice of Settlement regarding
6 the claims and counterclaims between the Parties [Dkt No. 93];


7 WHEREAS, the Parties have now entered into a written settlement agreement;

8 NOW THEREFORE, in consideration of the terms of the negotiated settlement agreement
9 concerning the claims and counterclaims between and among them, the Parties, by and through
10 their respective counsel, hereby STIPULATE and AGREE, pursuant to Federal Rule of Civil
11 Procedure 41(a)(1)(A)(ii), and subject to the terms of the settlement agreement between the
12 Parties, to the Dismissal with Prejudice of all claims and counterclaims stated between the Parties
13 in AECOM’s Second Amended Counterclaim [Dkt. No. 65] and PG&E’s Counterclaim [Dkt No.
14 36], with each party to bear its own attorney's fees and costs.

15 Nothing herein shall affect the remaining claims and counterclaims between and among
16 AECOM, JH KELLY, LLC and ED STAUB & SONS PETROLEUM, INC.

17
18 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

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20 Dated: January 3, 2022

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22 
23 HAYWOOD S. GILLIAM, JR.
24 United States District Judge
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